

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

In re:) Chapter 11
)
FORESIGHT ENERGY LP, *et al.*,) Case No. 20-41308-659
)
Debtors.) (Jointly Administered)
)
) Related Docket No.: 123

**DECLARATION AND DISCLOSURE STATEMENT
OF TIMOTHY K. FAGAN ON BEHALF OF ERNST & YOUNG LLP**

I, Tim Fagan, hereby declare as follows:

1. I am a partner of Ernst & Young LLP ("EY LLP"), which has an office located at 190 Carondelet Plaza, St. Louis, MO 63105.

2. The facts set forth in this declaration (this "Declaration") are based upon my personal knowledge, upon information and belief, and upon client matter records kept in the ordinary course of business that were reviewed by me or other employees of EY LLP under my supervision and direction. The procedures pursuant to which EY LLP determined whether there were any connections between EY LLP and interested parties in these cases are described below. The results of that investigation are set forth herein and in Exhibit B annexed hereto.

3. The above-captioned debtors and debtors in possession (collectively, the "Debtors"), have requested that EY LLP provide the services to the Debtors that are summarized in this Declaration and EY LLP has consented to provide such services, pursuant to the terms and conditions set forth in the agreements between the Debtors and EY LLP that are attached hereto as Exhibits A-1 through A-2 (collectively, the "Engagement Letters"). Unless otherwise defined, all capitalized terms used herein shall have the meanings given to them in the Engagement Letters.

Services to Be Rendered

4. As set forth in further detail in the Engagement Letters, EY LLP has agreed to provide certain services (the “Services”) to the Debtors as an ordinary course professional during these Chapter 11 proceedings. A summary description of each of the Services is summarized below and fully described in the Engagement Letters:¹

- Audit and report on the consolidated financial statements of the Debtors for the year ended December 31, 2019 subsequent to the Debtors filing a petition under chapter 11 of the United States Bankruptcy Code on or about March 10, 2020.

Professional Compensation and Reimbursement of Expenses

5. EY LLP intends to charge the Debtors fees for the Services, as set forth below.
- EY LLP estimates that its fees for the 2019 Audit Services will be \$770,000 for the annual audit, which excludes out-of-pocket expenses, and of which \$720,000 was paid prior to filing of the Petition.
 - In addition, EY’s fees for Non-Core Audit Services will be based on the time that EY’s professionals spend performing Non-Core Audit Services while such services are being performed. The current hourly rates, by level of professional are as follows:

¹ The summaries of certain terms of the Engagement Letters herein are qualified in their entirety by reference to the provisions of the Engagement Letters themselves. To the extent there is any discrepancy between the summaries contained in this Declaration and the terms of the Engagement Letters themselves, the terms of the Engagement Letters shall control. Unless otherwise defined, capitalized terms used in these summaries shall have the meanings ascribed to them in the Engagement Letters.

<u>Rank</u>	<u>Hourly Rate</u>
<i>Audit</i>	
• National Managing Director / Partner	\$650
• Managing Director / Partner	\$450
• Senior Manager	\$350
• Manager	\$300
• Senior	\$225
• Staff	\$150
• Intern	\$75
<i>Specialists (non-audit)</i>	
• Managing Director / Partner	\$650 - \$800
• Senior Manager	\$550 - \$650
• Manager	\$400 - \$500
• Senior	\$250 - \$350
• Staff	\$150 - \$200
• Intern	\$75 - \$125

Non-Core Audit Services may include other audit related services such as research and/or accounting consultation services related to periodic accounting consultations held with management and services associated with the Debtor's reorganization filings, including without limitation, services relating to incremental audit procedures, including valuation and tax procedures, consultation regarding accounting and disclosures in annual financial statements, and procedures related to independence matters and Bankruptcy Court requirements. The Non-Core Audit Services shall also include any services required by the bankruptcy employment application preparation and fee application work. Fees incurred for Non-Core Audit Services, including restructuring related, will be billed as incurred in accordance with the above ranges of discounted hourly rates.

6. EY LLP's actual fees may exceed this fee based on changes to the business (e.g., nature of the business or change in business entities) or additional unplanned effort. EY LLP may submit additional invoices resulting from changes in the business or additional unplanned effort. EY LLP's estimated pricing and schedule of performance are based on, among other things, EY LLP's preliminary review of the Debtors' records and the representations that the Debtors' personnel have made to EY LLP, and are dependent upon the Debtors' personnel providing a reasonable level of assistance. Should those assumptions with respect to those

matters be incorrect or should the condition of records, degree of cooperation or other matters beyond EY's reasonable control require additional commitments by EY LLP, EY LLP may adjust its fees and planned completion dates.

7. EY LLP's fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which the Debtors shall pay (other than taxes imposed on EY LLP's income generally).

8. In addition to the fees set forth above, the Debtors shall reimburse EY LLP for any direct expenses incurred in connection with EY LLP's retention in these cases and the performance of the Services set forth in the Engagement Letters. EY LLP's direct expenses shall include, but not be limited to, reasonable and customary out-of-pocket expenses for items such as travel, meals, accommodations and other expenses (including any fees or reasonable expenses of EY LLP's legal counsel) related to this engagement. EY LLP may receive rebates in connection with certain purchases, which are used to reduce charges that EY LLP would otherwise pass onto its clients.

9. If EY LLP is requested or authorized by the Debtors, or is required by government regulation, subpoena or other legal process, to produce its documents or personnel as witnesses with respect to the Services or the Engagement Letters, the Debtors would, so long as EY LLP is not a party to the proceeding in which the information is sought, reimburse EY LLP for its professional time and expenses, as well as the fees and expenses of EY LLP's counsel, incurred in responding to such requests.

Certain Other Terms of the Engagement Letters

10. The Engagement Letters may be terminated by EY LLP or the Debtors in accordance with their terms. Notwithstanding such termination, however, the Debtors' estates

will remain obligated to pay all accrued fees and expenses as of the effective date of such termination. Moreover, certain other terms of the Engagement Letters will continue (either indefinitely or for a specified period of time) following termination.

Disclosure of Connections

11. In connection with EY LLP's proposed retention by the Debtors, the Debtors' professionals provided the names of parties in interest in these cases to EY LLP or its counsel on or about December 16, 2019. EY LLP then searched or caused to be searched certain databases to determine whether it has provided in the recent past, or is currently providing, services to the specific parties listed on Exhibit B hereto (the "Parties in Interest"). To the extent that EY LLP's research of relationships with the Parties in Interest indicated that EY LLP has in the recent past, or currently has, a client relationship with these specific Parties in Interest in matters unrelated to these chapter 11 cases, it has so indicated on Exhibit B to this Declaration.

12. The connections check described herein was run only for EY LLP (*i.e.*, the specific firm that the Debtors seek to engage under the Application), and not for any other member firm of EYGL (as defined herein). Moreover, the connections check results set forth in Exhibit B relate only to EY LLP, and not any other member firm of EYGL.

13. EY LLP may perform services for its clients that relate to the Debtors merely because such clients may be creditors or counterparties to transactions with the Debtors and whose assets and liabilities may thus be affected by the Debtors' status. The disclosures set forth herein do not include specific identification of such services. If such clients of EY LLP are Parties in Interest, Exhibit B hereto indicates that they are also clients of EY LLP. Should additional significant relationships with Parties in Interest become known to EY LLP, a supplemental declaration will be filed by EY LLP with the Court.

14. The Ernst & Young global network comprises independent professional services practices conducted by separate legal entities throughout the world. Such legal entities are members of Ernst & Young Global Limited (“EYGL”), a company incorporated under the laws of England and Wales and limited by guarantee, with no shareholders and no capital. The member firms of EYGL have agreed to operate certain of their professional practices in accordance with agreed standards, but remain separate legal entities.

15. In the ordinary course of business, certain EYGL member firms located throughout the world (collectively referred to herein as “EY Support Firms”) provide various professional, administrative and back office support services (“Support Services”) for other EYGL member firms throughout the world, as requested, coordinated and directed by the EYGL member firms (including EY LLP) to whom such Support Services are provided.

16. EYGL member firms (including EY LLP) that elect to utilize Support Services in a given year contract for allocation of a set number of EY Support Firms’ professional hours for that year, and may pay such EY Support Firms a fixed amount for such assistance on a full time equivalent basis, plus any related expenses incurred by such EY Support Firms in connection with the provision of related Support Services. The EY Support Firms operate as cost centers. If EY Support Firms over recover their cost during the course of a year for Support Services, such over recovery may be returned to the EYGL member firms utilizing such Support Services as determined by a formula put in place each year by an operations supervisory group related to the EY Support Firms.

17. Prior to the Petition Date, EY LLP utilized and paid certain EY Support Firms for Support Services related to the Debtors and their non-debtor affiliates.

18. One particular Support Service performed for EY LLP by an EY Support Firm located in India (specifically, Ernst & Young Services Pvt Ltd. (“EY Services”)) is connections check related services. EY LLP utilized and relied upon EY Services in performing EY LLP’s connections check in order to prepare and execute this Declaration. The costs paid by EY LLP to EY Services for such connections check related services will not be billed to the Debtors.

19. In fixed fee professional engagements, such as those proposed in these cases, the costs of EY Support Firms are not directly invoiced or paid by particular clients where EY Support Firms are utilized in providing fixed fee related professional Support Services to such clients. Instead, each EYGL member firm utilizing an EY Support Firm for such fixed fee related Support Services is responsible to pay all related costs for such Support Services. To enable the fixed fee portion of the pricing for certain services to be provided to the Debtors by EY LLP (the “Fixed Fee Services”), EY LLP intends to utilize EY Support Firms to assist in providing such Fixed Fee Services. As set forth herein, EY LLP will pay such EY Support Firms for EY LLP’s utilization thereof in providing the Fixed Fee Services to the Debtors.

20. Notwithstanding any use of EY Support Firms, EY LLP shall remain fully and solely responsible for any liabilities and obligations in respect of EY LLP’s engagement and Services during these cases.

21. During these chapter 11 cases, EY LLP expects to perform services for non-Debtor affiliates of the Debtors, including Murray Energy Corporation pursuant to direct contractual arrangements with such entities. EY LLP currently provides, and has historically provided, annual audit and associated quarterly reviews for the past several years to Murray Energy Corporation, the Parent entity of the Debtors in the United States, as well as the audits for certain Murray Energy subsidiaries in the United States, Columbia and Spain.

22. EY LLP engages in the practice of public accountancy and provides accounting and other professional services. All partners of EY LLP are Certified Public Accountants (“CPAs”). Ernst & Young U.S. LLP (the owners of which are the CPA partners of EY LLP and non-CPA principals) provides infrastructure and support services to EY LLP, including the services of CPA and non-CPA personnel. These personnel work for and are under the supervision of EY LLP when performing client services.

23. As part of its practice, EY LLP appears in cases, proceedings and transactions involving many different attorneys, financial advisors and creditors, some of which may represent or be Parties in Interest. The following professionals whom EY LLP believes to be closely associated with the Debtors’ Chapter 11 cases have provided in the past and/or are currently providing services to EY LLP: Akin Gump Strauss Hauer & Feld LLP, Armstrong Teasdale LLP, Bingham Greenebaum Doll LLP, Dinsmore and Shohl LLP, FTI Consulting Inc., Milbank LLP, Ogletree Deakins Nash, Paul, Weiss, Rifkind, Wharton & Garrison LLP, Perella Weinberg Partners, Pillsbury Winthrop Shaw Pittman LLP, Polsinelli PC, Pricewaterhousecoopers LLP, Protiviti INC, and Wilson Elser Moskowitz Edelman & Dicker LLP.

24. Certain entities that are parties in interest are lenders or 401(k) service providers to EY LLP: Bank of America, N.A., Barclays Bank PLC, HSBC Bank USA, N.A., Lloyds Bank Corporate Markets plc, PNC Bank NA, and Wells Fargo Bank, National Association participate in EY LLP’s Revolving Credit Program. In addition, Chubb Group of Insurance Company are surety bond providers on behalf of EY LLP.

25. EY LLP may currently be a party or participant in certain litigation matters involving Parties in Interest, which matters are unrelated to the Debtors or these chapter 11 cases.

26. As part of its customary practice, EY LLP is retained in cases, proceedings, and transactions involving many different parties, some of whom may represent or be claimants against or employees of the Debtors, or other Parties in Interest. Additionally, EY LLP may have performed services in the past, may currently perform services and may perform services in the future for persons that are Parties in Interest.

27. EY LLP continues to follow up with various EY LLP personnel in order to confirm that the work that EY LLP may be doing for, or may have done for the following Parties in Interest is unrelated to the Debtors and these chapter 11 cases: Akin Gump Strauss Hauer & Feld LLP, Shriners Hospitals for Children, Wilmington Trust NA, Davidson Kempner Capital Management L.P., Jefferies Group LLC, Pricewaterhousecoopers LLP, Allied World Assurance Company Holdings Ltd., Amtrust Financial, and Aspen Insurance Holdings Limited. In the event that EY LLP's continuing follow-up efforts with regard to the aforementioned entities reveals any information that requires disclosure, EY LLP will file a supplemental declaration with this Court so disclosing.

28. EY LLP has thousands of professional employees. It is possible that certain employees of EY LLP may have business associations with Parties in Interest or hold securities of the Debtors or interests in mutual funds or other investment vehicles that may own securities of the Debtors.

29. The brother-in-law of an Assistant General Counsel of EY LLP who may assist in the preparation of the requisite EY LLP documentation in connection with the retention of EY LLP by the Debtors is the President of Appalachian Mining & Engineering, Inc. ("AME"). In addition, the son of AME's President is a geomechanical engineer at AME. AME is a mining and geotechnical engineering consulting firm that provides a wide range of services to the natural

resources industry, including, without limitation, mine design, planning, engineering solutions, and materials testing laboratory analysis and services. AME may have in the past provided, may currently provide, or may in the future provide, services to the Debtors. Such services are unrelated to EY LLP's Services.

30. Despite the efforts described above to identify and disclose connections with Parties in Interest, because the Debtors are a large enterprise with numerous creditors and other relationships, EY LLP is unable to state with certainty that every client representation or other connection of EY LLP with Parties in Interest in these cases has been disclosed herein. If EY LLP discovers additional information that requires disclosure, EY LLP will file supplemental disclosures with the Court.

31. To the best of my knowledge, information and belief, prior to the Petition Date, EY LLP performed certain professional services for the Debtors, including annual audit of consolidated financial statements and associated quarterly reviews for Foresight Energy LP for the past several years.

32. Except as set forth herein or as otherwise permitted under Section 504 of the Bankruptcy Code, neither I nor any principal, partner or professional employed by, EY LLP has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the partners, principals, and regular employees of EY LLP.

33. To the best of my knowledge, information and belief, EY LLP does not hold nor represent any interest adverse to the Debtors in the matters for which EY LLP is proposed to be retained.

34. As of the Petition Date, the Debtors owe EY LLP \$20,850 for prepetition services, the payment of which is subject to limitations contained in the United States Bankruptcy Code,

11 U.S.C. §§ 101– 1532, and subject to the terms of the Order approving the ordinary course professionals.

35. As of March 10, 2020, which was the date on which the Debtors commenced these chapter 11 cases, EY LLP was not a party to an agreement for indemnification with certain of the Debtors.

36. EY LLP is conducting further inquiries regarding its retention by any creditors of the Debtors, and upon conclusion of that inquiry, or at any time during the period of its employment, if EY LLP should discover any facts bearing on the matters described herein, EY LLP will supplement the information contained in this declaration.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 18, 2020

/s/ Timothy K. Fagan
Timothy K. Fagan
Ernst & Young LLP

Exhibit A-1

Engagement Letter



Ernst & Young LLP
The Plaza in Clayton
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Dan Hermann
Audit Committee Chairman
Foresight Energy LP
211 North Broadway, Suite 2600
Saint Louis, Missouri 63102

August 6, 2019

Gentlemen:

1. This agreement (together with all attachments hereto, the "Agreement") confirms the engagement of Ernst & Young LLP ("we" or "EY") by the Audit Committee of Foresight Energy LP (the "Partnership") to audit and report on the consolidated financial statements of the Partnership for the year ended December 31, 2019. In connection with the audit of the consolidated financial statements, we will review the Partnership's unaudited interim financial information before the Partnership files its Form 10-Q. All of the services described in this paragraph are referred to collectively as either the "Audit Services" or the "audit."

Consolidated Financial statement audit responsibilities and limitations

2. The objective of the audit of the financial statements is to express an opinion on whether the consolidated financial statements are presented fairly, in all material respects, in conformity with U.S. generally accepted accounting principles. Should conditions not now anticipated preclude us from completing the audit and issuing a report, we will advise the Audit Committee and management promptly and take such action as we deem appropriate.
3. We will conduct the audit in accordance with the standards of the Public Company Accounting Oversight Board (the "PCAOB"). Those standards require that we obtain reasonable, rather than absolute, assurance that the consolidated financial statements are free of material misstatement, whether caused by error or fraud. As management is aware, there are inherent limitations in the audit process, including, for example, selective testing and the possibility that collusion or forgery may preclude the detection of material error, fraud or non-compliance with laws and regulations. Accordingly, there is some risk that a material misstatement would remain undetected. Also, an audit is not designed to detect error or fraud that is immaterial to the consolidated financial statements.
4. In accordance with professional standards, we will communicate certain matters related to the planning, conduct and results of the audit to the Audit Committee, and also may make certain inquiries of the Audit Committee. Changes to the scope of the Audit Services may occur as a result of the issuance of new standards and interpretations or inspections findings. We will communicate any significant changes in the scope of the Audit Services and related procedures to management and the Audit Committee on a timely basis.



5. In accordance with the rules and regulations of the SEC, the Partnership may be required, or may elect, to submit interactive data that presents its consolidated financial statements in eXtensible Business Reporting Language (XBRL) format. Management is responsible for the completeness, accuracy and consistency of its XBRL data. You also acknowledge that the XBRL information is not part of the financial statements and thus the standards of the PCAOB and the rules and regulations of the SEC do not require that we perform, and we will not perform, procedures related to the interactive data exhibits, or embedded HTML file, as appropriate, to the Partnership's reports or registration statements, or to the related viewable interactive data, as part of the Audit Services. Unlike other information in documents containing the audited financial statements (e.g., Management's Discussion and Analysis), we are not required to read the XBRL submission for material inconsistencies with the information or manner of its presentation appearing in the financial statements as part of our audit procedures. Any services related to the Partnership's interactive data would be subject to a separate engagement pre-approved by the Audit Committee as described in paragraph 6.
6. We will obtain pre-approval from the Audit Committee for any services we are to provide to the Partnership pursuant to the Audit Committee's pre-approval process, policies, and procedures, in accordance with the standards and rules of the SEC and PCAOB. We also will communicate at least annually with the Audit Committee on independence matters as required by the rules of the PCAOB. We will communicate annually with the Audit Committee and provide a report on certain matters as specified in the Corporate Governance Standards of the New York Stock Exchange.
7. We will inform the Chair of the Audit Committee and appropriate members of management if the Audit Services are selected for inspection by the PCAOB. We are required by law to cooperate with any inspection request and may be required to produce workpapers and other documents and information. We also will communicate any written findings as a result of such inspection and all remedial actions taken by EY in response to such findings. Upon request, we will provide the Audit Committee and the Partnership with a copy of any publicly available inspection reports on EY issued by the PCAOB, but we will not provide any confidential inspection reports issued by the PCAOB to EY, the confidentiality of which is provided for in the Sarbanes-Oxley Act of 2002 and the PCAOB's inspection rules.
8. As part of the audit, we will consider, solely for the purpose of planning the audit and determining the nature, timing and extent of our audit procedures, the Partnership's internal control over financial reporting. Our consideration of internal control for the audit of the financial statements will not be sufficient to enable us to express an opinion on the effectiveness of internal control over financial reporting or to identify internal control deficiencies.
9. If we determine that there is evidence that fraud or possible non-compliance with laws and regulations may have occurred, we will bring such matters to the attention of the appropriate



level of management. If we become aware of fraud involving senior management or fraud (whether committed by senior management or other employees) that causes a material misstatement of the consolidated financial statements, we will report this matter directly to the Audit Committee. We will determine that the Audit Committee and appropriate members of management are adequately informed of instances of non-compliance with laws and regulations that come to our attention unless they are clearly inconsequential. We also will inform the Audit Committee and appropriate members of management of misstatements noted during our audit procedures other than those that are clearly trivial.

10. We will communicate in writing to management and the Audit Committee all significant deficiencies and material weaknesses identified during the audit, including those that were remediated during the audit. We also will communicate any significant deficiencies and material weaknesses communicated to management and the Audit Committee in previous audits that have not yet been remediated. In addition, if we become aware that the Audit Committee's oversight of the Partnership's external financial reporting and internal control over financial reporting is ineffective, we will communicate that information in writing to the Board of Directors.
11. We also may communicate other opportunities we observe for economies in or improved controls over the Partnership's operations.

Reviews of unaudited interim financial information

12. The review of the Partnership's unaudited interim financial information will be performed in accordance with the applicable standards of the PCAOB.
13. A review of interim financial information consists principally of performing analytical procedures and making inquiries of management responsible for financial and accounting matters. It involves a review of the condensed financial information included in the filing on Form 10-Q and does not include any earlier earnings releases or other such communications. A review is substantially less in scope than an audit conducted in accordance with the standards of the PCAOB, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we will not express an opinion on the interim financial information.
14. A review includes obtaining sufficient knowledge of the Partnership's business and its internal control as it relates to the preparation of both annual and interim financial information to: identify the types of potential material misstatements in the interim financial information and consider the likelihood of their occurrence; and select the inquiries and analytical procedures that will provide us with a basis for communicating whether we are aware of any material modifications that should be made to the interim financial information for it to conform with U.S. generally accepted accounting principles.



15. A review is not designed to provide assurance on internal control or to identify significant deficiencies. However, we will communicate to the Audit Committee any significant deficiencies noted during our review procedures.
16. If, during our review procedures, we determine that there is evidence that fraud or possible non-compliance with laws and regulations may have occurred, we will bring such matters to the attention of the appropriate level of management. If we become aware of fraud involving senior management or fraud (whether committed by senior management or other employees) that causes a material misstatement of the interim financial information, we will report this matter directly to the Audit Committee. We will determine that the Audit Committee and appropriate members of management are adequately informed of instances of non-compliance with laws and regulations that come to our attention unless they are clearly inconsequential. We also will inform the Audit Committee and appropriate members of management of misstatements noted during our review procedures other than those that are clearly trivial.

Management's responsibilities and representations

17. The consolidated financial statements (including disclosures), unaudited interim financial information, and management's assessment of the effectiveness of internal control over financial reporting are the responsibility of management. Management is responsible for establishing and maintaining effective internal control over financial reporting relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to error or fraud, for properly recording transactions in the accounting records, for safeguarding assets, and for the overall fair presentation of the consolidated financial statements and unaudited interim financial information in conformity with U.S. generally accepted accounting principles. Management also is responsible for the identification of, and for the Partnership's compliance with, laws and regulations applicable to its activities.
18. Management is responsible for adjusting the consolidated financial statements and unaudited interim financial information to correct material misstatements and for affirming to us in its letter of representations that the effects of any uncorrected misstatements aggregated by us during the applicable Audit Services and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the consolidated financial statements and unaudited interim financial information taken as a whole.
19. Management is responsible for communicating to us on a timely basis all instances of alleged, identified or suspected non-compliance with laws and regulations that could have an effect on the financial statements or the effects of which should be considered by management when preparing the financial statements, and all instances of alleged, identified or suspected financial improprieties, of which management or the Audit Committee is aware (regardless of the source or form in which they may have been discovered or communicated to them and including,



without limitation, instances identified by “whistle-blowers”) and providing us full access to information and any internal investigations related to them. Such instances include, without limitation, manipulation of financial results by management or employees, misappropriation of assets by management or employees, intentional circumvention of internal controls, inappropriate influence on related party transactions by related parties, intentionally misleading EY, or other alleged, identified or suspected illegal acts or fraud that could result in a misstatement of the financial statements or otherwise affect the financial reporting of the Partnership. If the Partnership limits the information otherwise available to us under this paragraph (based on the Partnership’s claims of attorney/client privilege, work product doctrine or otherwise), the Partnership will immediately inform us of the fact that certain information is being withheld from us. Any such withholding of information could be considered a restriction on the scope of the audit and may prevent us from opining on the Partnership’s financial statements; alter the form of report we may issue on such financial statements; prevent us from consenting to the inclusion of previously issued auditor’s reports in future Partnership filings; or otherwise affect our ability to continue as the Partnership’s independent registered public accounting firm. We will disclose any such withholding of information to the Audit Committee.

20. Management is responsible for performing an evaluation and making an assessment of the effectiveness of the Partnership’s internal control over financial reporting as of the end of the Partnership’s most recent fiscal year, based on a suitable, recognized control framework. In connection with its assessment of internal control over financial reporting, management will affirm to us in its letter of representations that it has disclosed to us all deficiencies in the design or operation of internal control over financial reporting identified as part of its evaluation, including separately disclosing to us all such deficiencies that management believes to be significant deficiencies or material weaknesses in internal control over financial reporting.
21. Management is responsible for providing us access to: all information of which management is aware that is relevant to the Audit Services, such as records, documentation and other matters to complete the Audit Services on a timely basis; additional information that we may request from management for purposes of the audit; and unrestricted access to persons within the Partnership from whom we determine it necessary to obtain audit evidence. Management’s failure to do so may cause us to delay our report, modify our procedures, or even terminate the Audit Services.
22. As required by professional standards, we will make specific inquiries of management about the representations contained in the consolidated financial statements and unaudited interim financial information. Professional standards also require that, at the conclusion of the applicable Audit Services, we obtain a letter of representations from certain members of management about these matters and to represent that management has fulfilled its responsibilities as set forth in this Agreement, including that all material transactions have been recorded in the accounting records and are reflected in the financial statements and unaudited interim financial information. The



responses to those inquiries, the written representations, and the results of our procedures comprise evidence on which we will rely in completing the applicable Audit Services.

23. Management agrees to cause all of the Partnership's foreign subsidiaries and affiliates, if applicable, included in the Partnership's consolidated financial statements to provide any authorization, to the fullest extent permissible under applicable law, necessary to permit compliance with requests by the SEC or the PCAOB for production of documents or information in a foreign public accounting firm's, associated person's or EY's possession, custody or control that was obtained in the conduct of audit services by such firm or person. In addition, the Partnership hereby waives, to the fullest extent permissible under applicable law, the rights provided under any laws, regulations, professional standards, or other provisions that might restrict the ability of any foreign public accounting firm, any associated person, or EY, to comply with requests by the SEC or the PCAOB for production of documents or information in such foreign public accounting firm's, associated person's or EY's possession, custody or control that was obtained in the conduct of audit services by such foreign firm or person, and consents, to the fullest extent permissible under applicable law, to action taken in furtherance of the foregoing by any foreign public accounting firm, associated person or EY.
24. Management shall make appropriate inquiries of the Partnership's officers, directors and individual substantial stockholders, if applicable, to determine whether any business relationships exist between any such officer, director or individual substantial stockholder, if applicable, (or any entity for or of which such an officer or director acts in a similar capacity) and EY or any other member firm of the global Ernst & Young organization (any of which, an "EY Firm"), other than one pursuant to which an EY Firm performs professional services or one pursuant to which an EY Firm is a consumer in the ordinary course of business. For the purpose of these inquiries, inquiries should be made to an individual stockholder (not an entity) with ownership of ten percent or more of the Partnership's voting securities (or less than ten percent of the Partnership's voting securities and who also possesses certain contractual rights such as the right to appoint members of the board of directors, or special or disproportionate voting rights).
25. The Partnership acknowledges that the Partnership and EY share responsibility for compliance with auditor independence rules. Accordingly, management shall discuss any independence matters with EY that, in management's judgment, could bear on EY's independence. In addition, management shall promptly assist EY in identifying the Partnership's affiliates for which EY is required to be independent, as well as any record or beneficial owners of more than ten percent of the Partnership's equity securities for which there are independence considerations. Affiliates of the Partnership include:
 - a. An entity that has control over the Partnership, or an entity which the Partnership controls;



- b. An entity which is under common control with the Partnership. This includes subsidiaries and other controlled investees of the entity that controls the Partnership;
 - c. An entity over which the Partnership has significant influence (an "Investee"), unless the Investee is not material to the Partnership;
 - d. An entity that has significant influence over the Partnership (an "Investor"), unless the Partnership is not material to the Investor.
26. The Partnership shall be responsible for its personnel's compliance with the Partnership's obligations under this Agreement.

Fees and billings

27. We estimate that our fees for the 2019 Audit Services will be \$700,000 plus expenses. However, our actual fees may exceed this amount based on changes to the business (e.g., nature of the business or change in business entities) or additional unplanned effort. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Audit Services, all of which the Partnership shall pay (other than taxes imposed on our income generally). We will submit our invoices as outlined in Attachment 2 to this Agreement. However, we may submit additional invoices resulting from changes in the business or additional unplanned effort as set forth in this paragraph. We request payment of our invoices within 30 days of receipt.
28. In addition, the Partnership shall reimburse us for direct expenses incurred in connection with the performance of the Audit Services. Direct expenses include reasonable and customary out-of-pocket expenses such as travel, meals, accommodations and other expenses specifically related to this engagement. EY may receive rebates in connection with certain purchases, which are used to reduce charges that EY would otherwise pass on to its clients.
29. Our estimated pricing and schedule of performance are based upon, among other things, our preliminary review of the Partnership's records and the representations Partnership personnel have made to us, and are dependent upon the Partnership's personnel providing a reasonable level of assistance. Should our assumptions with respect to these matters be incorrect or should the condition of records, degree of cooperation, or other matters beyond our reasonable control require additional commitments by us beyond those upon which our estimates are based, we may adjust our fees and planned completion dates. Fees for any special audit-related projects, such as proposed business combinations or research and/or consultation on special business or financial issues, will be billed separately from the fees referred to above and will be the subject of other written agreements.



Other matters

30. From time to time, and depending on the circumstances, (1) we may subcontract portions of the Audit Services to other EY Firms (listed at www.ey.com), who may deal with the Partnership or its affiliates directly, although EY alone will remain responsible to you for the Audit Services, and (2) personnel (including non-certified public accountants) from an affiliate of EY or another EY Firm or any of their respective affiliates, or from independent third-party service providers (including independent contractors), may participate in providing the Audit Services. Unless prohibited by applicable law, we may provide Partnership information to other EY Firms and their personnel, as well as third-party service providers acting on our or their behalf, who may collect, use, transfer, store or otherwise process (collectively, "Process") it in various jurisdictions in which they operate to facilitate performance of the Audit Services, to comply with regulatory requirements, to check conflicts, to provide financial accounting and other administrative support services, or for quality and risk management purposes. We shall be responsible to you for maintaining the confidentiality of Partnership information, regardless of where or by whom such information is Processed on our behalf. Either EY or the Partnership may use electronic media to correspond or transmit information relating to the Audit Services, and such use will not, in itself, constitute a breach of any confidentiality obligations.
31. The Partnership shall not, during the term of this Agreement and for 12 months following its termination for any reason, without the prior written consent of EY, solicit for employment or a position on its Board of Directors, or hire or appoint to its Board of Directors, any current or former partner, principal, or professional employee of EY, any affiliate thereof, any other EY Firm or any of their respective affiliates if any such professional either: (i) performed any audit, review, attest, or related service for or relating to the Partnership at any time (a) since the date on which the Partnership filed its most recent periodic annual report with the SEC (or, since the beginning of the most recent fiscal year to be covered by the Partnership's first such report, if applicable) or (b) in the 12 months ended on that date; or (ii) influences EY's operations or financial policies or has any capital balances or any other continuing financial arrangement with EY.
32. EY shall remain fully responsible for the Audit Services and for all of its other responsibilities, covenants and obligations under this Agreement, notwithstanding that we may subcontract portions of the Audit Services to other EY Firms or that other EY Firms may participate in the provision of the Audit Services. The Partnership may not make a claim or bring proceedings relating to the Audit Services or otherwise under this Agreement against any other EY Firm and EY shall not contest its responsibility for the Audit Services on the basis that any of them were performed by another EY Firm. The Partnership shall make any claim or bring proceedings only against EY. This paragraph is intended to benefit the other EY Firms, which shall be entitled to enforce it. Each EY Firm is a separate legal entity.



33. If we Process Partnership information that can be linked to specific individuals (“Personal Data”), we will Process it in accordance with paragraph 30 of this Agreement, as well as applicable law and professional regulations, including, where applicable, the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework, each administered by the U.S. Department of Commerce and to which EY has self-certified (collectively, the “Privacy Shield Framework”). Further information (including disclosures required by the Privacy Shield Framework) is set out at www.ey.com/us/privacyshield. We will require any service provider that Processes Personal Data on our behalf to provide at least the same level of protection for such data as is required by the Privacy Shield Framework and other legal and regulatory requirements applicable to us. If any Partnership information is protected health information under the Health Insurance Portability and Accountability Act, as amended, this Agreement is deemed to incorporate all of the terms otherwise required to be included in a business associate contract relating to such information. The Partnership warrants that it has the authority to provide the Personal Data to EY in connection with the performance of the Audit Services and that the Personal Data provided to us has been Processed in accordance with applicable law.
34. In order to provide the Audit Services, we may need to access Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law (“Restricted Personal Data”). In the event that we need access to such information, you will consult with us on appropriate measures (consistent with professional standards applicable to us) to protect the Restricted Personal Data, such as deleting or masking unnecessary information before it is made available to us, encrypting any data transferred to us, or making the data available for on-site review at a Partnership site. You will provide us with copies of any Restricted Personal Data only in accordance with mutually agreed protective measures.
35. You acknowledge that to the extent the Partnership is regulated by or under the supervision of a federal, state or other regulator (including, without limitation, the Board of Governors of the Federal Reserve, the Office of the Comptroller of the Currency and the New York State Department of Financial Services), you may be in possession of confidential supervisory information as defined in relevant law or regulations (“CSI”), including without limitation documents and information comprising CSI arising from, relating to, or concerning inspections and examinations by such regulator(s). As set forth in paragraph 21, we may require access to such CSI in order to perform the Audit Services. However, CSI may be subject to regulatory restrictions on disclosure to and/or use by third parties. Accordingly: (1) management will identify to EY the regulators that regulate and/or exercise supervisory oversight over the Partnership and have specific requirements relating to CSI (each, a “Regulator”); (2) management will identify to EY all CSI in your possession; (3) to the extent management’s provision of CSI to EY is not authorized by applicable law or regulation absent Regulator approval, management will obtain authorization from the applicable Regulator to provide us



- access to any and all CSI for the purposes of performing the Audit Services with respect to CSI already in the Partnership's possession immediately following execution of this Agreement (and with respect to any later-identified CSI immediately upon learning of the examination, inspection or other activity that could result in such materials being deemed CSI); and (4) management will not provide any such access prior to having received such authorization and having identified to EY with specificity the information that constitutes CSI. You acknowledge that any failure to provide any such information could be considered a restriction on the scope of the audit, and the parties agree that they shall engage in good faith discussions regarding the effect of any withholding on the Audit Services.
36. Compliance with U.S. immigration requirements may require EY to provide certain information to the U.S. Citizenship and Immigration Services ("USCIS") to confirm that EY employees on certain visas are, in fact, EY employees and not employees of the Partnership or other clients of EY. This will include providing certain information regarding work locations to support compliance with the visa requirements. As such, EY may disclose to USCIS information regarding this Agreement, including the Partnership's identity and location, as well as a redacted copy of this Agreement. Upon providing this information, EY will request that USCIS keep any such information confidential. In further support of these legal requirements, the U.S. Department of Labor (DOL) regulations, at 20 CFR § 655.734(a)(1)(ii)(A), require the posting of notice of a Labor Condition Application (LCA) in instances where individuals holding H-1B visas will be working on the Partnership's premises. EY and the Partnership will work together to develop an appropriate notice as required. The Partnership acknowledges that EY resources will be operating at all times as an employee of and under the direction and control of Ernst & Young U.S. LLP's management, and all activities including supervision, hiring and firing decisions, and performance evaluations are controlled by Ernst & Young U.S. LLP. The Partnership will not have the right to control EY resources. At all times, EY resources will receive direction from an EY manager while on-site at the Partnership's premises.
37. By your signature below, you confirm that the Partnership, through its Board of Directors, has authorized the Audit Committee to enter into this Agreement on the Partnership's behalf and that you have been expressly authorized by the Audit Committee to execute this Agreement on behalf of, and to bind, the Partnership. In addition, you confirm that management agrees to, acknowledges, and understands its responsibilities as outlined in "Management's responsibilities and representations." Either EY or the Partnership may execute this Agreement (and any supplements or modifications hereto) by electronic means, and each of EY and the Partnership may sign a different copy of the same document.
38. EY retains ownership in the workpapers compiled in connection with the performance of the Audit Services.



39. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Audit Services, including (without limitation) claims arising in tort, fraud, under statute or otherwise relating to the Audit Services, or questions relating to the scope or enforceability of this paragraph, shall be governed by, and construed in accordance with, the laws of New York applicable to agreements made, and fully to be performed, therein by residents thereof. Except for a claim limited solely to seeking non-monetary or equitable relief, any dispute or claim arising out of or relating to the Audit Services, this Agreement, or any other services provided by or on behalf of EY or any of its subcontractors or agents to the Partnership or at the Partnership's request (including any such matter involving any parent, subsidiary, affiliate, successor in interest, or agent of the Partnership), shall be resolved by mediation or arbitration as set forth in the attachment to this Agreement, which is incorporated herein by reference. Judgment on any arbitration award may be entered in any court having jurisdiction.
40. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this Agreement shall remain in effect. This Agreement applies to all Audit Services (as defined in paragraph 1), including any such services performed or begun before the date of this Agreement.

To the extent that EY agrees to perform Audit Services for a subsequent fiscal year, the terms and conditions set forth in this Agreement shall apply to the performance of such Audit Services, except as specifically modified, amended or supplemented in writing by the parties. Changes in the scope of the Audit Services and estimated fees for such services in subsequent fiscal years will be communicated in supplemental agreements. We may terminate performance of the Audit Services and this Agreement upon written notice if we reasonably determine that we can no longer provide the Audit Services in accordance with applicable law or professional obligations. Upon any termination of the Audit Services or this Agreement, the Partnership shall pay EY for all work-in-progress, Audit Services already performed and expenses incurred by us up to and including the effective date of such termination.

EY appreciates the opportunity to be of assistance to the Partnership. If this Agreement accurately reflects the terms on which the Partnership has agreed to engage EY, please sign below on behalf of the Partnership and return it to Tim Fagan, 190 Carondelet Plaza, Suite 1300, St. Louis, MO 63105.

Very truly yours,

Ernst & Young LLP

Agreed and accepted by:

Foresight Energy LP



Building a better
working world

By: 

Dan Hermann
Audit Committee Chairman

Attachment 1 – Dispute Resolution

Dispute resolution procedures

Mediation

A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution (“CPR”) shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of any EY Firm audit client.

The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator’s assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. In addition, if a party initiates litigation, arbitration, or other binding dispute resolution process without initiating mediation, or before the mediation process has terminated, an opposing party may deem the mediation requirement to have been waived and may proceed with arbitration.

Arbitration

The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration (“Rules”) as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless he or she has agreed in writing to these procedures and has confirmed in writing that he or she is not, and will not become during the term of the arbitration, an employee, partner, executive officer, director, or substantial equity owner of any EY Firm audit client.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction. In deciding the dispute, the arbitration panel shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, and shall have no power to decide the dispute in any manner not consistent with such limitations period.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

Attachment 2 – Billing Schedule

Billing Date	Amount
May 4, 2019	\$125,000
July 15, 2019	\$125,000
August 15, 2019	\$100,000
September 15, 2019	\$100,000
December 15, 2019	\$100,000
January 15, 2020	\$100,000
February 15, 2020	\$50,000
Total	\$700,000

Exhibit A-2

Engagement Letter Addendum



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Ernst & Young LLP
190 Carondelet Plaza Drive
St. Louis, MO 63105-3433

Tel: +1 314 290 1000
Fax: +1 314 290 1882
ey.com

Dan Hermann
Audit Committee Chairman
Foresight Energy LP
211 North Broadway, Suite 2600
Saint Louis, Missouri 63102

March 12, 2020

Gentlemen:

We appreciate the opportunity to continue to provide services to Foresight Energy LP (the "Partnership") during the year ended 2019. This Addendum to our Agreement dated August 6, 2019 documents our understanding of the fees for the Audit Services. All other information as set forth in our Agreement dated August 6, 2019 remains current unless indicated otherwise in this Addendum.

Provisions to be incorporated into the Agreement

We estimate that our fees for the 2019 Audit Services will be \$770,000 plus expenses, of which \$720,000 has been paid to date. Remaining hours and fees to be billed will be agreed upon with management prior to being invoiced. However, our actual fees may exceed the top of this range based on changes to the business (e.g., nature of the business or change in business entities) or additional unplanned effort. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Audit Services, all of which the Partnership shall pay (other than taxes imposed on our income generally). We will submit our invoice for the balance of the audit fee at the conclusion of the audit. However, we may submit additional invoices resulting from changes in the business or additional unplanned effort as set forth in this paragraph. You agree to pay our invoices upon receipt.

Non-Core Audit Services may include other audit related services such as research and/or accounting consultation services related to periodic accounting consultations held with management and services associated with the Partnership's reorganization filings, including without limitation, services relating to incremental audit procedures, including valuation and tax procedures, consultation regarding accounting and disclosures in annual financial statements, and procedures related to independence matters and Bankruptcy Court requirements. The Non-Core Audit Services shall also include any services required by the bankruptcy employment application preparation and fee application work. Fees incurred for Non-Core Audit Services, including restructuring related, will be billed as incurred in accordance with the following ranges of discounted hourly rates.



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Rank	Hourly Rate
<i>Audit</i>	
National Managing Director / Partner	\$650
Managing Director / Partner	\$450
Senior Manager	\$350
Manager	\$300
Senior	\$225
Staff	\$150
Intern	\$75
<i>Specialists (non-audit)</i>	
Managing Director / Partner	\$650 - \$800
Senior Manager	\$550 - \$650
Manager	\$400 - \$500
Senior	\$250 - \$350
Staff	\$150 - \$200
Intern	\$75 - \$125

In addition, the Partnership shall reimburse us for direct expenses incurred in connection with the performance of the Audit Services. Direct expenses include reasonable and customary out-of-pocket expenses such as travel, meals, accommodations and other expenses specifically related to this engagement. EY may receive rebates in connection with certain purchases, which are used to reduce charges that EY would otherwise pass on to its clients.

Our estimated pricing and schedule of performance are based upon, among other things, our preliminary review of the Partnership's records and the representations Partnership personnel have made to us, and are dependent upon the Partnership's personnel providing a reasonable level of assistance during the audit. Should our assumptions with respect to these matters be incorrect or should the, condition of records, degree of cooperation, or other matters beyond our reasonable control require additional commitments by us beyond those upon which our estimates are based, we may adjust our fees and planned completion dates. Fees for any special audit-related projects, such as proposed business combinations or research and/or consultation on special business or financial issues, will be billed separately from the fees referred to above and will be the subject of other written agreements.



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EY appreciates the opportunity to be of assistance to the Partnership. If this Addendum to the Agreement accurately reflects the terms on which the Partnership has agreed to engage EY, please sign below on behalf of the Partnership and return it to Tim Fagan, 190 Carondelet Plaza, Suite 1300, St. Louis, MO 63105.

Very truly yours,

Ernst & Young LLP

Agreed and accepted by:

Foresight Energy LP

By: 

Dan Hermann
Audit Committee Chairman

Exhibit B

Results of Connections Check

Foresight Energy - Connection Matrix.xlsx

Category Name	Party Name	No Connection	Prior Connection	Current Connection
Debtor	Adena Resources, LLC			x
Debtor	Akin Energy LLC			x
Debtor	American Century Mineral LLC			x
Debtor	American Century Transport LLC			x
Debtor	Coal Field Construction Company LLC			x
Debtor	Coal Field Repair Services LLC			x
Debtor	Foresight Coal Sales LLC			x
Debtor	Foresight Energy Employee Services Corporation			x
Debtor	Foresight Energy Finance Corporation			x
Debtor	Foresight Energy GP LLC			x
Debtor	Foresight Energy Labor LLC			x
Debtor	Foresight Energy LLC			x
Debtor	Foresight Energy LP			x
Debtor	Foresight Energy Services LLC			x
Debtor	Foresight Receivables LLC			x
Debtor	Hillsboro Energy LLC			x
Debtor	Hillsboro Transport LLC			x
Debtor	LD Labor Company LLC			x
Debtor	Logan Mining LLC			x
Debtor	Mach Mining, LLC			x
Debtor	Macoupon Energy LLC			x
Debtor	Maryan Mining LLC			x
Debtor	M-Class Mining, LLC			x
Debtor	Oeneus LLC			x
Debtor	Patton Mining LLC			x
Debtor	Seneca Rebuild LLC			x
Debtor	Sitran LLC			x
Debtor	Sugar Camp Energy, LLC			x
Debtor	Tanner Energy LLC			x
Debtor	Viking Mining LLC			x
Debtor	Williamson Energy, LLC			x
All Secured Lenders Attorney	Akin Gump Strauss Hauer & Feld LLP			Outstanding
All Secured Lenders Attorney	Lazard Asset Management			x

Foresight Energy - Connection Matrix.xlsx

Category Name	Party Name	No Connection	Prior Connection	Current Connection
All Secured Lenders Attorney	Milbank LLP			x
All Secured Lenders Attorney	Perella Weinberg Partners			x
All Secured Lenders including DIP lender	AIG SENIOR FLOAT RATE	x		
All Secured Lenders including DIP lender	AMERICAN HONDA MASTER RETIRE	x		
All Secured Lenders including DIP lender	ASSURANT CLO I LTD	x		
All Secured Lenders including DIP lender	ASSURANT CLO II LTD	x		
All Secured Lenders including DIP lender	ASSURANT CLO III LTD	x		
All Secured Lenders including DIP lender	ASSURANT CLO IV LTD	x		
All Secured Lenders including DIP lender	B&M CLO 2014-1 LTD	x		
All Secured Lenders including DIP lender	BANK OF AMERICA N.A		x	x
All Secured Lenders including DIP lender	Bank Of New York Mellon			x
All Secured Lenders including DIP lender	BARCLAYS BANK PLC NY		x	x
All Secured Lenders including DIP lender	BB&T Equipment Finance Corporation	x		
All Secured Lenders including DIP lender	BDCA-CB FUNDING LLC	x		
All Secured Lenders including DIP lender	BEN ST PTR SNR SEC MST NON US	x		
All Secured Lenders including DIP lender	BEN ST PTR SNR SEC U MF NON US	x		
All Secured Lenders including DIP lender	BEN ST PTRS CAP OPP FD LP	x		
All Secured Lenders including DIP lender	BEN ST PTRS SEN SEC OPP FD LP	x		
All Secured Lenders including DIP lender	BENEFIT SRTEET PTRS CLO V-B	x		
All Secured Lenders including DIP lender	BENEFIT ST PARTNERS CLO VII	x		
All Secured Lenders including DIP lender	BENEFIT STREET PARTNERS SMA LM	x		
All Secured Lenders including DIP lender	BENEFIT STREET PARTNERS SMA-K	x		
All Secured Lenders including DIP lender	BENEFIT STREET PTNRS CLO I	x		
All Secured Lenders including DIP lender	BENEFIT STREET PTNRS CLO II	x		
All Secured Lenders including DIP lender	BENEFIT STREET PTNRS CLO III	x		
All Secured Lenders including DIP lender	BENEFIT STREET PTNRS CLO IV	x		
All Secured Lenders including DIP lender	BENEFIT STREET PTNRS CLO IX	x		
All Secured Lenders including DIP lender	BENEFIT STREET PTNRS CLO VI	x		
All Secured Lenders including DIP lender	BENEFIT STREET PTNRS CLO VIII	x		
All Secured Lenders including DIP lender	BENEFIT STREET PTNRS CLO X	x		
All Secured Lenders including DIP lender	BENEFIT STREET PTNRS CLO XI	x		
All Secured Lenders including DIP lender	BENEFIT STREET PTNRS CLO XII	x		
All Secured Lenders including DIP lender	BENEFIT STREET PTNRS CLO XIV	x		

Foresight Energy - Connection Matrix.xlsx

Category Name	Party Name	No Connection	Prior Connection	Current Connection
All Secured Lenders including DIP lender	BENEFIT STREET PTNRS CLO XV	x		
All Secured Lenders including DIP lender	BENEFIT STREET PTRS CLO XVI	x		
All Secured Lenders including DIP lender	BLACK DIAMOND CLO 2013-1 LTD	x		
All Secured Lenders including DIP lender	BLACK DIAMOND CLO 2014-1 LTD	x		
All Secured Lenders including DIP lender	BLUEMOUNTAIN CLO 2013-1 LTD	x		
All Secured Lenders including DIP lender	BLUEMOUNTAIN CLO 2014-2 LTD	x		
All Secured Lenders including DIP lender	BLUEMOUNTAIN CLO 2015-1 LTD	x		
All Secured Lenders including DIP lender	BLUEMOUNTAIN CLO 2015-2 LTD	x		
All Secured Lenders including DIP lender	BLUEMOUNTAIN CLO 2015-3 LTD	x		
All Secured Lenders including DIP lender	BLUEMOUNTAIN CLO 2015-4 LTD	x		
All Secured Lenders including DIP lender	BLUEMOUNTAIN CLO 2016-1 LTD	x		
All Secured Lenders including DIP lender	BLUEMOUNTAIN CLO 2016-3 LTD	x		
All Secured Lenders including DIP lender	BLUEMOUNTAIN CLO 2018-1	x		
All Secured Lenders including DIP lender	BLUEMOUNTAIN CLO 2018-2 LTD	x		
All Secured Lenders including DIP lender	BLUEMOUNTAIN CLO 2018-3 LTD	x		
All Secured Lenders including DIP lender	BLUEMOUNTAIN FUJI US CLO II	x		
All Secured Lenders including DIP lender	British Coal Staff Superannuation Scheme	x		
All Secured Lenders including DIP lender	BSP SPECIAL SITUATIONS MST A	x		
All Secured Lenders including DIP lender	Caterpillar Financial Services Corp		x	x
All Secured Lenders including DIP lender	CENT CLO 19 LIMITED	x		
All Secured Lenders including DIP lender	CENT CLO 21 LIMITED	x		
All Secured Lenders including DIP lender	CENT CLO 24 LIMITED	x		
All Secured Lenders including DIP lender	CHUBB BERMUDA INSURANCE LTD	x		
All Secured Lenders including DIP lender	CHUBB TEMPEST REINSURANCE LTD			x
All Secured Lenders including DIP lender	CITI LOAN FUNDING CHELT LLC	x		
All Secured Lenders including DIP lender	CITY OF PHOENIX EMP RET PLAN	x		
All Secured Lenders including DIP lender	CLINE RESOURCE AND DEV COMPANY		x	x
All Secured Lenders including DIP lender	CNB Bank & Trust	x		
All Secured Lenders including DIP lender	COLUMBIA CENT CLO 27 LTD	x		
All Secured Lenders including DIP lender	COLUMBIA CENT CLO 28 LIMITED	x		
All Secured Lenders including DIP lender	COLUMBIA FLOATING RATE FUND	x		
All Secured Lenders including DIP lender	CORBIN ERISA OPPORTUNITY FUND	x		
All Secured Lenders including DIP lender	CORBIN OPPORTUNITY FUND LP	x		

Foresight Energy - Connection Matrix.xlsx

Category Name	Party Name	No Connection	Prior Connection	Current Connection
All Secured Lenders including DIP lender	CORPORATE CAPITAL TRUST II	x		
All Secured Lenders including DIP lender	CREDIT SUISSE LOAN FUNDING LLC	x		
All Secured Lenders including DIP lender	CVP CASCADE CLO-2 LTD.	x		
All Secured Lenders including DIP lender	CVP CASCADE CLO-1 LTD.	x		
All Secured Lenders including DIP lender	CVP CLO 2017-1 LTD	x		
All Secured Lenders including DIP lender	CVP CLO 2017-2 LTD	x		
All Secured Lenders including DIP lender	DDJ CAP MAN GP TRUST-HYF 2017	x		
All Secured Lenders including DIP lender	De Lage Landen Financial Services		x	x
All Secured Lenders including DIP lender	DESTINATIONS CORE FIXED INC FD	x		
All Secured Lenders including DIP lender	DEUTSCHE BANK AG CAYMAN ISLAND	x		
All Secured Lenders including DIP lender	DOUBLELINE CORE FIXED INCOME	x		
All Secured Lenders including DIP lender	DOUBLELINE FLEXIBLE INC FD	x		
All Secured Lenders including DIP lender	DOUBLELINE FLOATING RATE FUND	x		
All Secured Lenders including DIP lender	DOUBLELINE INCOME SOLUTIONS FD	x		
All Secured Lenders including DIP lender	DOUBLELINE OPP INC MASTER FUND	x		
All Secured Lenders including DIP lender	DOUBLELINE OPPORTUNISTIC CR FD	x		
All Secured Lenders including DIP lender	DOUBLELINE SHILLER ENHANCED	x		
All Secured Lenders including DIP lender	ELLINGTON CLO I	x		
All Secured Lenders including DIP lender	ELLINGTON CLO II LTD	x		
All Secured Lenders including DIP lender	ELLINGTON CLO III LTD	x		
All Secured Lenders including DIP lender	ELLINGTON CLO IV LTD	x		
All Secured Lenders including DIP lender	FB Wealth Management	x		
All Secured Lenders including DIP lender	First Southern Bank	x		
All Secured Lenders including DIP lender	FRANKLIN LTD DURATION INC TST	x		
All Secured Lenders including DIP lender	FS INVESTMENT CORPORATION II	x		
All Secured Lenders including DIP lender	FS INVESTMENT CORPORATION III	x		
All Secured Lenders including DIP lender	FS MULTI ALTERNATIVE INCOME FD	x		
All Secured Lenders including DIP lender	GE Capital	x		
All Secured Lenders including DIP lender	GENERAL ORG FOR SOCIAL INS	x		
All Secured Lenders including DIP lender	GN3 SIP LIMITED	x		
All Secured Lenders including DIP lender	GOLDENTREE 2004 TRUST	x		
All Secured Lenders including DIP lender	GOLDENTREE CREDIT OPPS 2012-1	x		
All Secured Lenders including DIP lender	GOLDENTREE LOAN MGMT US CLO 2	x		

Foresight Energy - Connection Matrix.xlsx

Category Name	Party Name	No Connection	Prior Connection	Current Connection
All Secured Lenders including DIP lender	GOLDENTREE LOAN MGMT US CLO 4	x		
All Secured Lenders including DIP lender	GOLDENTREE LOAN MGMT US CLO 1	x		
All Secured Lenders including DIP lender	GOLDENTREE LOAN MGT US CLO 3	x		
All Secured Lenders including DIP lender	GOLDENTREE LOAN OPPS IX LTD	x		
All Secured Lenders including DIP lender	GOLDENTREE LOAN OPPS X LTD	x		
All Secured Lenders including DIP lender	GOLDENTREE LOAN OPPS XI LTD	x		
All Secured Lenders including DIP lender	GOLDENTREE LOAN OPPS XII LTD	x		
All Secured Lenders including DIP lender	GOLDMAN SACHS LENDING PTNRS	x		
All Secured Lenders including DIP lender	Great America Financial Services	x		
All Secured Lenders including DIP lender	GT LOAN FINANCING I LTD	x		
All Secured Lenders including DIP lender	GT NM LP	x		
All Secured Lenders including DIP lender	GTAM 110 DAC	x		
All Secured Lenders including DIP lender	HARTFORD TOTAL RETURN BOND ETF	x		
All Secured Lenders including DIP lender	HARTFORD TOTAL RETURN BOND HLS	x		
All Secured Lenders including DIP lender	HEALTH NET OF CALIFORNIA INC	x		
All Secured Lenders including DIP lender	HIGH YIELD AND BANK LOAN SERIE	x		
All Secured Lenders including DIP lender	HNB Equipment Finance	x		
All Secured Lenders including DIP lender	HYFI AQUAMARINE LOAN FUND	x		
All Secured Lenders including DIP lender	IVY APOLLO MULTI-ASSET INCOME	x		
All Secured Lenders including DIP lender	IVY APOLLO STRATEGIC INCOME FD	x		
All Secured Lenders including DIP lender	IVY HIGH INCOME FUND	x		
All Secured Lenders including DIP lender	IVY HIGH INCOME OPPORTUNITIES	x		
All Secured Lenders including DIP lender	IVY VIP HIGH INCOME	x		
All Secured Lenders including DIP lender	JNL/DOUBLELINE CORE FIXED INC	x		
All Secured Lenders including DIP lender	JNL/DOUBLELINE SHILLER ENHANCED	x		
All Secured Lenders including DIP lender	JNL/FPA+DOUBLELINE FLEX ALL FD	x		
All Secured Lenders including DIP lender	JOHN HANCOCK VARIABLE INS TST	x		
All Secured Lenders including DIP lender	KKR BESPOKE GLO CR OPP IRELAND	x		
All Secured Lenders including DIP lender	KKR CLO 10 LTD	x		
All Secured Lenders including DIP lender	KKR CLO 11 LTD	x		
All Secured Lenders including DIP lender	KKR CLO 12 LTD	x		
All Secured Lenders including DIP lender	KKR CLO 13 LTD	x		
All Secured Lenders including DIP lender	KKR CLO 14 LTD	x		

Foresight Energy - Connection Matrix.xlsx

Category Name	Party Name	No Connection	Prior Connection	Current Connection
All Secured Lenders including DIP lender	KKR CLO 15 LTD	x		
All Secured Lenders including DIP lender	KKR CLO 16 LTD	x		
All Secured Lenders including DIP lender	KKR CLO 17 LTD	x		
All Secured Lenders including DIP lender	KKR CLO 18 LTD	x		
All Secured Lenders including DIP lender	KKR CLO 19 LTD	x		
All Secured Lenders including DIP lender	KKR CLO 20 LTD	x		
All Secured Lenders including DIP lender	KKR CLO 21 LTD	x		
All Secured Lenders including DIP lender	KKR CLO 22 LTD	x		
All Secured Lenders including DIP lender	KKR CLO 23 LTD	x		
All Secured Lenders including DIP lender	KKR CLO 24 LTD	x		
All Secured Lenders including DIP lender	KKR CLO 25 LTD	x		
All Secured Lenders including DIP lender	KKR CLO 9 LTD	x		
All Secured Lenders including DIP lender	KKR DAF GL OPP CR FD DAC	x		
All Secured Lenders including DIP lender	KKR FINANCIAL CLO 2013-1 LTD	x		
All Secured Lenders including DIP lender	KKR GLOBAL CR OPPS MASTER FUND	x		
All Secured Lenders including DIP lender	KKR INCOME OPPS FUND	x		
All Secured Lenders including DIP lender	KKR JP LOAN FD B 2018	x		
All Secured Lenders including DIP lender	KKR SENIOR FLT RATE INC FUND	x		
All Secured Lenders including DIP lender	LANDMARK WALL SMA SPV LP	x		
All Secured Lenders including DIP lender	Lord Securities Corporation			x
All Secured Lenders including DIP lender	LOUISIANA STATE EMP GLDN TREE	x		
All Secured Lenders including DIP lender	MARATHON CLO IX LTD	x		
All Secured Lenders including DIP lender	MARATHON CLO V LTD	x		
All Secured Lenders including DIP lender	MARATHON CLO Vi, LTD	x		
All Secured Lenders including DIP lender	MARATHON CLO Vii, LTD	x		
All Secured Lenders including DIP lender	MARATHON CLO Viii, LTD	x		
All Secured Lenders including DIP lender	MARATHON CLO X LTD	x		
All Secured Lenders including DIP lender	MARATHON CLO Xi LTD	x		
All Secured Lenders including DIP lender	MEADOWWEST FUNDING LLC	x		
All Secured Lenders including DIP lender	METROPOLITAN SERIES FUND - MET	x		
All Secured Lenders including DIP lender	MIDTOWN ACQUISITIONS L.P.	x		
All Secured Lenders including DIP lender	MINEWORKERS PENSION SCHEME	x		
All Secured Lenders including DIP lender	Neopost USA Inc	x		

Foresight Energy - Connection Matrix.xlsx

Category Name	Party Name	No Connection	Prior Connection	Current Connection
All Secured Lenders including DIP lender	NEWSTAR EXETER FUND CLO LLC	x		
All Secured Lenders including DIP lender	NEWSTAR FAIRFIELD FUND CLO LTD	x		
All Secured Lenders including DIP lender	NTCC HIGH YIELD BOND FUND	x		
All Secured Lenders including DIP lender	OAKTREE CLO 2014-1 LTD.	x		
All Secured Lenders including DIP lender	OAKTREE CLO 2015-1 LTD	x		
All Secured Lenders including DIP lender	OAKTREE CLO 2018-1 LTD	x		
All Secured Lenders including DIP lender	OAKTREE CLO 2019-1 LTD	x		
All Secured Lenders including DIP lender	OAKTREE CLO 2019-2 LTD	x		
All Secured Lenders including DIP lender	OAKTREE EIF III SERIES I, LTD	x		
All Secured Lenders including DIP lender	OAKTREE EIF III SERIES II	x		
All Secured Lenders including DIP lender	OAKTREE SENIOR LOAN FUND	x		
All Secured Lenders including DIP lender	OREGON PUBLIC EMPL RETIREMENT	x		
All Secured Lenders including DIP lender	PARALLEL 2015-1 LTD	x		
All Secured Lenders including DIP lender	PARALLEL 2017-1 LTD	x		
All Secured Lenders including DIP lender	PARALLEL 2018-1 LTD	x		
All Secured Lenders including DIP lender	PARALLEL 2018-2 LTD	x		
All Secured Lenders including DIP lender	PARALLEL 2019-1 LTD	x		
All Secured Lenders including DIP lender	Pitney Bowes Global Financial	x		
All Secured Lenders including DIP lender	PNC Bank, National Association		x	
All Secured Lenders including DIP lender	PNC Equipment Finance LLC	x		
All Secured Lenders including DIP lender	QUAMVIS SCA SICAV-FIS: CMAB	x		
All Secured Lenders including DIP lender	Ricoh USA Inc		x	x
All Secured Lenders including DIP lender	SAEV MASTERFONDS WELLINGTON GL	x		
All Secured Lenders including DIP lender	SAFETY INSURANCE COMPANY	x		
All Secured Lenders including DIP lender	SAN BERNARDINO COUNTY EMPLOYEE	x		
All Secured Lenders including DIP lender	SEASONS SERIES TRUST-SA MULTI	x		
All Secured Lenders including DIP lender	SEI ENERGY DEBT FUND, LP	x		
All Secured Lenders including DIP lender	SEI GLOBAL MST FD-HIGH YIELD	x		
All Secured Lenders including DIP lender	SEI INS MAN TST - HIGH YIELD	x		
All Secured Lenders including DIP lender	SEI INST INVS TST - HIGH YIELD	x		
All Secured Lenders including DIP lender	SHRINERS HOSPITALS FOR CHILDRE			Outstanding
All Secured Lenders including DIP lender	TACTICAL VALUE SPN-GLOBAL CR	x		
All Secured Lenders including DIP lender	THE CLINE TRUST COMPANY LLC	x		

Foresight Energy - Connection Matrix.xlsx

Category Name	Party Name	No Connection	Prior Connection	Current Connection
All Secured Lenders including DIP lender	THE HARTFORD FLOAT RATE FUND	x		
All Secured Lenders including DIP lender	THE HARTFORD FLOAT RATE HIGH	x		
All Secured Lenders including DIP lender	THE HARTFORD STRATEGIC INC FD	x		
All Secured Lenders including DIP lender	THE HARTFORD TOTAL RETURN BOND	x		
All Secured Lenders including DIP lender	The Huntington National Bank	x		
All Secured Lenders including DIP lender	THE MANGROVE PARTNERS MST FD	x		
All Secured Lenders including DIP lender	TICP CLO VI 2016-2 FUNDING LTD	x		
All Secured Lenders including DIP lender	TREASURY OF THE STATE OF NORTH CAROLINA	x		
All Secured Lenders including DIP lender	US Bank Equipment Finance	x		
All Secured Lenders including DIP lender	US HIGH YIELD BOND FUND	x		
All Secured Lenders including DIP lender	VENTURE 28A CLO LIMITED	x		
All Secured Lenders including DIP lender	VENTURE 35 CLO LIMITED	x		
All Secured Lenders including DIP lender	VENTURE 36 CLO	x		
All Secured Lenders including DIP lender	VENTURE XII CLO LIMITED	x		
All Secured Lenders including DIP lender	VENTURE XIII CLO LIMITED	x		
All Secured Lenders including DIP lender	VENTURE XIV CLO LIMITED	x		
All Secured Lenders including DIP lender	VENTURE XIX CLO LIMITED	x		
All Secured Lenders including DIP lender	VENTURE XV CLO LIMITED	x		
All Secured Lenders including DIP lender	VENTURE XVI CLO LIMITED	x		
All Secured Lenders including DIP lender	VENTURE XVII CLO LIMITED	x		
All Secured Lenders including DIP lender	VENTURE XVIII CLO LIMITED	x		
All Secured Lenders including DIP lender	VENTURE XX CLO LIMITED	x		
All Secured Lenders including DIP lender	VENTURE XXI CLO LIMITED	x		
All Secured Lenders including DIP lender	VENTURE XXII CLO LIMITED	x		
All Secured Lenders including DIP lender	VENTURE XXIII CLO LIMITED	x		
All Secured Lenders including DIP lender	VENTURE XXIV CLO LIMITED	x		
All Secured Lenders including DIP lender	VENTURE XXIX CLO LIMITED	x		
All Secured Lenders including DIP lender	VENTURE XXV CLO LIMITED	x		
All Secured Lenders including DIP lender	VENTURE XXVI CLO LIMITED	x		
All Secured Lenders including DIP lender	VENTURE XXVII CLO LIMITED	x		
All Secured Lenders including DIP lender	VENTURE XXVIII CLO	x		
All Secured Lenders including DIP lender	WADDELL & REED FINANCIAL			x
All Secured Lenders including DIP lender	WCF MUTUAL INSURANCE COMPANY		x	x

Foresight Energy - Connection Matrix.xlsx

Category Name	Party Name	No Connection	Prior Connection	Current Connection
All Secured Lenders including DIP lender	WELLINGTON MULTI-SECTOR CR FD	x		
All Secured Lenders including DIP lender	WELLINGTON TS CO MULSEC CRD II	x		
All Secured Lenders including DIP lender	WELLINGTON TST CO NAMCIF TSTII	x		
All Secured Lenders including DIP lender	WELLINGTON TST CO NAMCTFT CBP	x		
All Secured Lenders including DIP lender	WELLINGTON TST CO NAMCTFT OFIA	x		
All Secured Lenders including DIP lender	WELLINGTON TST CO NAMCTFT OISB	x		
All Secured Lenders including DIP lender	WELLINGTON TST CO NAMCTFT UNFI	x		
All Secured Lenders including DIP lender	WELLINGTON WORLD BOND FUND	x		
All Secured Lenders including DIP lender	Wells Fargo Financial Leasing Inc	x		
All Secured Lenders including DIP lender	Wells Fargo Vendor Financial	x		
All Secured Lenders including DIP lender	Wilmington Trust, National Association			Outstanding
All Secured Lenders including DIP lender	WMC LOAN FUND 2018	x		
All Secured Lenders including DIP lender	Xerox Corporation			x
All Secured Lenders including DIP lender	ZAIS CLO 1 LTD	x		
All Secured Lenders including DIP lender	ZAIS CLO 11 LTD	x		
All Secured Lenders including DIP lender	ZAIS CLO 13 LTD	x		
All Secured Lenders including DIP lender	ZAIS CLO 2 LTD	x		
All Secured Lenders including DIP lender	ZAIS CLO 3 LTD	x		
All Secured Lenders including DIP lender	ZAIS CLO 5 LTD	x		
All Secured Lenders including DIP lender	ZAIS CLO 6 LTD	x		
All Secured Lenders including DIP lender	ZAIS CLO 7 LTD	x		
All Secured Lenders including DIP lender	ZAIS CLO 8 LIMITED	x		
All Secured Lenders including DIP lender	ZAIS CLO 9 LTD	x		
All Substantial Bondholders or Lenders	Bank Of America Merrill Lynch		x	x
All Substantial Bondholders or Lenders	Bank Vontobel AG (Asset Management)	x		
All Substantial Bondholders or Lenders	Blackrock Advisors, LLC	x		
All Substantial Bondholders or Lenders	Davidson Kempner Capital Management, L.P.			Outstanding
All Substantial Bondholders or Lenders	DDJ Capital Management, LLC		x	x
All Substantial Bondholders or Lenders	Doubleline Capital, L.P.			x
All Substantial Bondholders or Lenders	Dynagist S.A.	x		
All Substantial Bondholders or Lenders	Euroclear Bank		x	x
All Substantial Bondholders or Lenders	Flow Traders U.S., LLC	x		
All Substantial Bondholders or Lenders	Foxhill Capital Partners, LLC	x		

Foresight Energy - Connection Matrix.xlsx

Category Name	Party Name	No Connection	Prior Connection	Current Connection
All Substantial Bondholders or Lenders	Garland Business Corp	x		
All Substantial Bondholders or Lenders	Goldtree Asset Management, L.P. (U.S.)			x
All Substantial Bondholders or Lenders	HSBC Bank USA, N.A. (Private Banking)	x		
All Substantial Bondholders or Lenders	Hutch Capital Management LLC	x		
All Substantial Bondholders or Lenders	KKR Credit Advisors (US), LLC		x	x
All Substantial Bondholders or Lenders	Mellon Investments Corporation	x		
All Substantial Bondholders or Lenders	Northern Trust Investments, INC.	x		
All Substantial Bondholders or Lenders	Robeco Institutional Asset Management Bv	x		
All Substantial Bondholders or Lenders	Seix Investment Advisors, LLC			x
All Substantial Bondholders or Lenders	State Street Global Advisors (SSGA)			x
All Substantial Bondholders or Lenders	The Cline Group	x		
All Substantial Bondholders or Lenders	Thunderwood Capital, LLC	x		
All Substantial Bondholders or Lenders	Wellington Management Company, LLP			x
All Substantial Bondholders or Lenders	Wells Fargo Securities, LLC	x		
Debtors Affiliates	Adena Minerals, L.L.C.	x		
Debtors Affiliates	AMCA Coal Leasing, Inc.	x		
Debtors Affiliates	AmCoal Holdings, Inc.	x		
Debtors Affiliates	American Compliance Coal, Inc.	x		
Debtors Affiliates	American Energy Corporation	x		
Debtors Affiliates	American Equipment & Machine, Inc.	x		
Debtors Affiliates	American Mine Services, Inc.	x		
Debtors Affiliates	American Natural Gas, Inc.	x		
Debtors Affiliates	AmericanHocking Energy, Inc.	x		
Debtors Affiliates	AmericanMountaineer Energy, Inc.	x		
Debtors Affiliates	AmericanMountaineer Properties, Inc.	x		
Debtors Affiliates	Anchor Longwall And Rebuild, Inc.	x		
Debtors Affiliates	Andalex Resources Management, Inc.	x		
Debtors Affiliates	Andalex Resources, Inc.	x		
Debtors Affiliates	Avonmore Rail Loading, Inc.	x		
Debtors Affiliates	Belmont Coal, Inc.	x		
Debtors Affiliates	Belmont County Broadcast Studio, Inc.	x		
Debtors Affiliates	Canterbury Coal Company	x		
Debtors Affiliates	CCC Land Resources LLC	x		

Foresight Energy - Connection Matrix.xlsx

Category Name	Party Name	No Connection	Prior Connection	Current Connection
Debtors Affiliates	CCC RCPC LLC	x		
Debtors Affiliates	Central Ohio Coal Company	x		
Debtors Affiliates	Coal Resources Holdings Co.	x		
Debtors Affiliates	Coal Resources, Inc.	x		
Debtors Affiliates	Colt LLC	x		
Debtors Affiliates	Consolidated Land Company	x		
Debtors Affiliates	Consolidation Coal Company	x		
Debtors Affiliates	Corporate Aviation Services, Inc.	x		
Debtors Affiliates	Eighty-Four Mining Company	x		
Debtors Affiliates	Empire Dock, Inc.	x		
Debtors Affiliates	Energy Resources, Inc.	x		
Debtors Affiliates	Energy Transportation, Inc.	x		
Debtors Affiliates	Foresight Reserves LP	x		
Debtors Affiliates	Genwal Resources, Inc.	x		
Debtors Affiliates	Javelin Global Commodities (UK) LTD	x		
Debtors Affiliates	Javelin Global Commodities Holdings LLP	x		
Debtors Affiliates	Javelin Global Commodities Ltd.	x		
Debtors Affiliates	Javelin Investment Holdings LLC	x		
Debtors Affiliates	Javelin Management Services LLP	x		
Debtors Affiliates	Kanawha Transportation Center, Inc.	x		
Debtors Affiliates	KenAmerican Resources, Inc.	x		
Debtors Affiliates	Keystone Coal Mining Corporation	x		
Debtors Affiliates	LIQVIS	x		
Debtors Affiliates	Maple Creek Mining, Inc.	x		
Debtors Affiliates	Maple Creek Processing, Inc.	x		
Debtors Affiliates	McElroy Coal Company	x		
Debtors Affiliates	Mill Creek Mining Company	x		
Debtors Affiliates	Mon River Towing, Inc.	x		
Debtors Affiliates	MonValley Transportation Center, Inc.	x		
Debtors Affiliates	Murray American Coal, INC.	x		
Debtors Affiliates	Murray American Energy, Inc.	x		
Debtors Affiliates	Murray American Kentucky Towing, Inc.	x		
Debtors Affiliates	Murray American Minerals, Inc.	x		

Foresight Energy - Connection Matrix.xlsx

Category Name	Party Name	No Connection	Prior Connection	Current Connection
Debtors Affiliates	Murray American Resources, Inc.	x		
Debtors Affiliates	Murray American River Towing, Inc.	x		
Debtors Affiliates	Murray American Transportation, Inc.	x		
Debtors Affiliates	Murray Colombian Resources, LLC	x		
Debtors Affiliates	Murray Energy Holdings Co.	x		
Debtors Affiliates	Murray Equipment & Machine, Inc.	x		
Debtors Affiliates	Murray Global Commodities, Inc.	x		
Debtors Affiliates	Murray Kentucky Energy Services, Inc.	x		
Debtors Affiliates	Murray Kentucky Energy, Inc.	x		
Debtors Affiliates	Murray Keystone Processing, Inc.	x		
Debtors Affiliates	Murray South America, Inc.	x		
Debtors Affiliates	Murray Utah Energy Services, Inc.	x		
Debtors Affiliates	Ohio Energy Transportation, Inc.	x		
Debtors Affiliates	Ohio Valley Resources, Inc.	x		
Debtors Affiliates	OhioAmerican Energy, Incorporated	x		
Debtors Affiliates	Oneida Coal Company, Inc.	x		
Debtors Affiliates	PennAmerican Coal L.P.	x		
Debtors Affiliates	PennAmerican Coal, Inc.	x		
Debtors Affiliates	Pennsylvania Transloading, Inc.	x		
Debtors Affiliates	Pinski Corp.	x		
Debtors Affiliates	Pleasant Farms, Inc.	x		
Debtors Affiliates	Premium Coal, Inc.	x		
Debtors Affiliates	Ruger Coal Company, LLC	x		
Debtors Affiliates	Ruger, LLC	x		
Debtors Affiliates	Southern Ohio Coal Company	x		
Debtors Affiliates	Spring Church Coal Company	x		
Debtors Affiliates	Sunburst Resources, Inc.	x		
Debtors Affiliates	T D K Coal Sales, Incorporated	x		
Debtors Affiliates	The American Coal Sales Company	x		
Debtors Affiliates	The Franklin County Coal Company	x		
Debtors Affiliates	The Harrison County Coal Company	x		
Debtors Affiliates	The Marion County Coal Company	x		
Debtors Affiliates	The Marshall County Coal Company	x		

Foresight Energy - Connection Matrix.xlsx

Category Name	Party Name	No Connection	Prior Connection	Current Connection
Debtors Affiliates	The Mclean County Coal Company	x		
Debtors Affiliates	The Meigs County Coal Company	x		
Debtors Affiliates	The Monongalia County Coal Company	x		
Debtors Affiliates	The Muhlenberg County Coal Company, LLC	x		
Debtors Affiliates	The Muskingum County Coal Company	x		
Debtors Affiliates	The Ohio County Coal Company	x		
Debtors Affiliates	The Ohio Valley Coal Company	x		
Debtors Affiliates	The Ohio Valley Transloading Company	x		
Debtors Affiliates	The Oklahoma Coal Company	x		
Debtors Affiliates	The Washington County Coal Company	x		
Debtors Affiliates	The Western Kentucky Coal Company, LLC	x		
Debtors Affiliates	Twin Rivers Towing Company	x		
Debtors Affiliates	UMCO Energy, Inc.	x		
Debtors Affiliates	Uniper Commodities UK Limited	x		
Debtors Affiliates	Uniper SE	x		
Debtors Affiliates	UtahAmerican Energy, Inc.	x		
Debtors Affiliates	West Ridge Resources, Inc.	x		
Debtors Affiliates	West Virginia Resources, Inc.	x		
Debtors Affiliates	Western Kentucky Coal Resources, LLC	x		
Debtors Affiliates	Western Kentucky Consolidated Resources, LLC	x		
Debtors Affiliates	Western Kentucky Land Holding, LLC	x		
Debtors Affiliates	Western Kentucky Rail Loadout, LLC	x		
Debtors Affiliates	Western Kentucky Resources Financing, LLC	x		
Debtors Affiliates	Western Kentucky Resources, LLC	x		
Debtors Affiliates	Western Kentucky River Loadout, LLC	x		
Debtors Attorney	Paul, Weiss, Rifkind, Wharton & Garrison LLP			x
Debtors Directors	Anthony Webb	x		
Debtors Directors	Brian Sullivan	x		
Debtors Directors	Cody Nett	x		
Debtors Directors	Daniel Hermann	x		
Debtors Directors	James T. Murphy	x		
Debtors Directors	Jeremy Harrison	x		
Debtors Directors	Kevin T. Burns	x		

Foresight Energy - Connection Matrix.xlsx

Category Name	Party Name	No Connection	Prior Connection	Current Connection
Debtors Directors	Lesslie Ray	x		
Debtors Directors	Nicholas Casey	x		
Debtors Directors	Paul Vining	x		
Debtors Directors	Rashda M. Buttar	x		
Debtors Directors	Robert Moore	x		
Debtors Directors	Robert Murray	x		
Debtors Major Shareholder	Accipiter Capital Management, LLC	x		
Debtors Major Shareholder	Christopher Cline	x		
Debtors Major Shareholder	Cline Trust Company, LLC	x		
Debtors Major Shareholder	Murray Energy Corporation		x	x
Debtors Other Professionals	Armstrong Teasdale LLP	x		
Debtors Other Professionals	Benesch, Friedlander, Coplan And Aronoff LLP	x		
Debtors Other Professionals	Bingham Greenebaum Doll LLP	x		
Debtors Other Professionals	Black Ballard McDonald PC	x		
Debtors Other Professionals	Ciuni & Panichi	x		
Debtors Other Professionals	Corporate Service Company	x		
Debtors Other Professionals	Dinsmore and Shohl LLP	x		
Debtors Other Professionals	FTI Consulting		x	x
Debtors Other Professionals	Greensfelder, Hemker & Gale, P.C.	x		
Debtors Other Professionals	Hardy Pence PLLC	x		
Debtors Other Professionals	Heyl, Royster	x		
Debtors Other Professionals	Jefferies Group LLC			Outstanding
Debtors Other Professionals	Kupiec & Martine, LLC	x		
Debtors Other Professionals	Ogletree Deakins Nash	x		
Debtors Other Professionals	Pillsbury Winthrop Shaw Pittman LLP		x	
Debtors Other Professionals	Polsinelli PC	x		
Debtors Other Professionals	Pricewaterhousecoopers LLP			Outstanding
Debtors Other Professionals	Protiviti INC	x		
Debtors Other Professionals	Sandberg Phoenix & Von Gontard PC	x		
Debtors Other Professionals	Shands, Elbert, Gianoulakis & Giljum, LLP	x		
Debtors Other Professionals	Swanson Martin & Bell LLP	x		
Debtors Other Professionals	The Brennan Group, LLC	x		
Debtors Other Professionals	Wilson Elser Moskowitz Edelman & Dicker LLP	x		

Foresight Energy - Connection Matrix.xlsx

Category Name	Party Name	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest	Ace American Insurance Company	x		
Other Significant Parties-in-Interest	Akin Water District	x		
Other Significant Parties-in-Interest	Alliance Resource Partners, L.P.			x
Other Significant Parties-in-Interest	Allianz Global Corporate & Specialty		x	
Other Significant Parties-in-Interest	Allied World Assurance Company Holdings, Ltd			
Other Significant Parties-in-Interest	Ameren Illinois	x		
Other Significant Parties-in-Interest	American International Group		x	x
Other Significant Parties-in-Interest	Amtrust Financial			
Other Significant Parties-in-Interest	Andrea Bruington	x		
Other Significant Parties-in-Interest	AON Risk Services Central INC	x		
Other Significant Parties-in-Interest	Apollo Insurance	x		
Other Significant Parties-in-Interest	Arch Coal		x	x
Other Significant Parties-in-Interest	Archer Daniels Midland Company		x	x
Other Significant Parties-in-Interest	Argonaut Insurance Company	x		
Other Significant Parties-in-Interest	Arleen Meracle	x		
Other Significant Parties-in-Interest	Aspen Insurance Holdings Limited			
Other Significant Parties-in-Interest	AT&T			x
Other Significant Parties-in-Interest	AT&T Teleconference Services			x
Other Significant Parties-in-Interest	Axis Capital		x	x
Other Significant Parties-in-Interest	Beazley PLC	x		
Other Significant Parties-in-Interest	Big Rivers Electric Corporation	x		
Other Significant Parties-in-Interest	Brit Insurance US	x		
Other Significant Parties-in-Interest	Bulldog Systems INC	x		
Other Significant Parties-in-Interest	Canadian National Railway		x	
Other Significant Parties-in-Interest	Carrie Cox	x		
Other Significant Parties-in-Interest	Cemex Southeast, LLC	x		
Other Significant Parties-in-Interest	Centurylink		x	x
Other Significant Parties-in-Interest	Charter Communications		x	x
Other Significant Parties-in-Interest	City Of Hillsboro, Illinois	x		
Other Significant Parties-in-Interest	City Of Lakeland	x		
Other Significant Parties-in-Interest	Cloud Peak Energy Inc.		x	
Other Significant Parties-in-Interest	CMC Rural Water District	x		
Other Significant Parties-in-Interest	CNA Financial		x	x

Outstanding

Outstanding

Outstanding

Foresight Energy - Connection Matrix.xlsx

Category Name	Party Name	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest	ConferTel	x		
Other Significant Parties-in-Interest	Consol Energy Inc.		x	x
Other Significant Parties-in-Interest	Consolidated Communications		x	x
Other Significant Parties-in-Interest	Continental Casualty Insurance Company	x		
Other Significant Parties-in-Interest	Continental Insurance Co	x		
Other Significant Parties-in-Interest	Contura Energy		x	x
Other Significant Parties-in-Interest	Corinth Water District	x		
Other Significant Parties-in-Interest	Cory Leitschuh	x		
Other Significant Parties-in-Interest	County Of Williamson, State Of Illinois	x		
Other Significant Parties-in-Interest	CWI Of Illinois #732	x		
Other Significant Parties-in-Interest	Danielle Clark	x		
Other Significant Parties-in-Interest	David Lee Bishop II	x		
Other Significant Parties-in-Interest	DC Waste & Recycling INC	x		
Other Significant Parties-in-Interest	Department Of The Treasury	x		
Other Significant Parties-in-Interest	Dept Of The Army, St. Louis District Corps Of Engineers	x		
Other Significant Parties-in-Interest	Duke Energy Indiana, INC.	x		
Other Significant Parties-in-Interest	Duke Energy Kentucky, INC.	x		
Other Significant Parties-in-Interest	Duke Energy Progress	x		
Other Significant Parties-in-Interest	Dwight Jackson	x		
Other Significant Parties-in-Interest	Dynegy Commercial Asset Management, LLC	x		
Other Significant Parties-in-Interest	East Fork Township, Illinois	x		
Other Significant Parties-in-Interest	East Kentucky Power Cooperative, INC.			x
Other Significant Parties-in-Interest	Eastern Township	x		
Other Significant Parties-in-Interest	Endurance American Insurance Co.	x		
Other Significant Parties-in-Interest	Evanston Insurance Co	x		
Other Significant Parties-in-Interest	Federal Insurance Company	x		
Other Significant Parties-in-Interest	Fletcher Brimer	x		
Other Significant Parties-in-Interest	Flowers Sanitation Service	x		
Other Significant Parties-in-Interest	Franklin County Treasurer	x		
Other Significant Parties-in-Interest	Frontier Communications		x	
Other Significant Parties-in-Interest	Futura LLC	x		
Other Significant Parties-in-Interest	Gallatin County Treasurer	x		
Other Significant Parties-in-Interest	Georgia Power Company	x		

Foresight Energy - Connection Matrix.xlsx

Category Name	Party Name	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest	Gregory Fx Daily Collector (St Louis City)	x		
Other Significant Parties-in-Interest	Gulf Power Company	x		
Other Significant Parties-in-Interest	Hallador Energy Company	x		
Other Significant Parties-in-Interest	Hamilton County Highway Department	x		
Other Significant Parties-in-Interest	Hamilton County Tax Assessor	x		
Other Significant Parties-in-Interest	Hamilton County Water	x		
Other Significant Parties-in-Interest	Henderson County Sheriff	x		
Other Significant Parties-in-Interest	Hostway Billing Center	x		
Other Significant Parties-in-Interest	Houston International Insurance Group	x		
Other Significant Parties-in-Interest	Illinois Department Of Natural Resources	x		
Other Significant Parties-in-Interest	Illinois Department Of Natural Resources, Division Of Oil And Gas	x		
Other Significant Parties-in-Interest	Illinois Department Of Natural Resources, Office Of Mines And Minerals	x		
Other Significant Parties-in-Interest	Illinois Department Of Revenue	x		
Other Significant Parties-in-Interest	Illinois Department Of Transportation	x		
Other Significant Parties-in-Interest	Illinois Environmental Protection Agency	x		
Other Significant Parties-in-Interest	Illinois National Insurance Co		x	x
Other Significant Parties-in-Interest	Indiana Department of Environmental Management	x		
Other Significant Parties-in-Interest	Indiana Department Of Revenue	x		
Other Significant Parties-in-Interest	James Gass	x		
Other Significant Parties-in-Interest	Jamie L. Moles	x		
Other Significant Parties-in-Interest	Jeffrey Watkins	x		
Other Significant Parties-in-Interest	Jeffrey Watkins And Katelynn Watkins	x		
Other Significant Parties-in-Interest	Jonathan Linthner	x		
Other Significant Parties-in-Interest	Justin Lindsay	x		
Other Significant Parties-in-Interest	Justin Walker	x		
Other Significant Parties-in-Interest	Karen Jones	x		
Other Significant Parties-in-Interest	Kentucky Dept Of Revenue	x		
Other Significant Parties-in-Interest	Kentucky State Treasurer	x		
Other Significant Parties-in-Interest	Kirby Crabtree	x		
Other Significant Parties-in-Interest	Knight Hawk Coal LLC	x		
Other Significant Parties-in-Interest	Level 3 Financing INC	x		
Other Significant Parties-in-Interest	Lexington Insurance Company	x		
Other Significant Parties-in-Interest	Liberty Mutual			x

Foresight Energy - Connection Matrix.xlsx

Category Name	Party Name	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest	Liberty Specialty Markets Bermuda Limited.	x		
Other Significant Parties-in-Interest	Lloyd's of London		x	x
Other Significant Parties-in-Interest	Louisiana Dept Of Revenue	x		
Other Significant Parties-in-Interest	Louisville Gas & Electric Company	x		
Other Significant Parties-in-Interest	Macoupin County Sheriff	x		
Other Significant Parties-in-Interest	Marjorie Harris	x		
Other Significant Parties-in-Interest	Markel International Ltd	x		
Other Significant Parties-in-Interest	Missouri Dept. Of Revenue	x		
Other Significant Parties-in-Interest	Mitchell/Roberts Partnership	x		
Other Significant Parties-in-Interest	MJM Electric Cooperative INC	x		
Other Significant Parties-in-Interest	Montgomery County Treasurer	x		
Other Significant Parties-in-Interest	Montgomery County Water Authority	x		
Other Significant Parties-in-Interest	MS Amlin	x		
Other Significant Parties-in-Interest	National Union Fire Insurance Co of Pittsburgh PA	x		
Other Significant Parties-in-Interest	Navigators Insurance Co.	x		
Other Significant Parties-in-Interest	Office Of Surface Mining	x		
Other Significant Parties-in-Interest	Oil Casualty Insurance, Ltd.	x		
Other Significant Parties-in-Interest	Orlando Utilities Commission			x
Other Significant Parties-in-Interest	Peabody Energy	x		
Other Significant Parties-in-Interest	People Of The State Of Illinois	x		
Other Significant Parties-in-Interest	Posey County Treasurer	x		
Other Significant Parties-in-Interest	Reba Mitchell	x		
Other Significant Parties-in-Interest	Rend Lake Conservancy District	x		
Other Significant Parties-in-Interest	Ricky L. Mcdaniel	x		
Other Significant Parties-in-Interest	Robert Yeske	x		
Other Significant Parties-in-Interest	Rockwood Casualty Insurance Co	x		
Other Significant Parties-in-Interest	RSUI Indemnity	x		
Other Significant Parties-in-Interest	Saline County Treasurer	x		
Other Significant Parties-in-Interest	Shawn Rorer	x		
Other Significant Parties-in-Interest	Sit-Co LLC	x		
Other Significant Parties-in-Interest	Sompo International Insurance	x		
Other Significant Parties-in-Interest	South Carolina Public Service Authority	x		
Other Significant Parties-in-Interest	Southeastern Illinois Electric	x		

Foresight Energy - Connection Matrix.xlsx

Category Name	Party Name	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest	Southern Illinois Power Cooperative	x		
Other Significant Parties-in-Interest	Starr Surplus Lines Insurance Company	x		
Other Significant Parties-in-Interest	Starstone Specialty Insurance Co.	x		
Other Significant Parties-in-Interest	Steven D. Sniderwin	x		
Other Significant Parties-in-Interest	Sunrise Coal LLC	x		
Other Significant Parties-in-Interest	Tampa Electric Company			x
Other Significant Parties-in-Interest	Terra Payne	x		
Other Significant Parties-in-Interest	The American Coal Company	x		
Other Significant Parties-in-Interest	The Estate Of Russel J. Inman	x		
Other Significant Parties-in-Interest	The Insurance Company of the State of Pennsylvania	x		
Other Significant Parties-in-Interest	The Reschin's Group	x		
Other Significant Parties-in-Interest	The Travelers Indemnity Company	x		
Other Significant Parties-in-Interest	Tina Franklin	x		
Other Significant Parties-in-Interest	Twin City Fire Insurance Company	x		
Other Significant Parties-in-Interest	Tye Malone	x		
Other Significant Parties-in-Interest	U.S. Department of Labor Mine Safety and Health Administration	x		
Other Significant Parties-in-Interest	United States Army Corps of Engineers	x		
Other Significant Parties-in-Interest	United States Department Of The Interior	x		
Other Significant Parties-in-Interest	United States Environmental Protection Agency	x		
Other Significant Parties-in-Interest	United States Fire Insurance Co.	x		
Other Significant Parties-in-Interest	United States Treasury	x		
Other Significant Parties-in-Interest	US Aircraft Insurance Group	x		
Other Significant Parties-in-Interest	Vectren Energy Delivery	x		
Other Significant Parties-in-Interest	Verizon Wireless		x	
Other Significant Parties-in-Interest	Water Quality Insurance Syndicate	x		
Other Significant Parties-in-Interest	Wayne-White Counties Electric	x		
Other Significant Parties-in-Interest	Williamson County	x		
Other Significant Parties-in-Interest	Williamson County Treasurer	x		
Other Significant Parties-in-Interest	Windstream Communications	x		
Other Significant Parties-in-Interest	XI Specialty Insurance Company	x		
Other Significant Parties-in-Interest	Zurich Insurance Group		x	x
Parties to the Debtors Significant Executory Contracts and Leases	BNSF Railway Company		x	x
Parties to the Debtors Significant Executory Contracts and Leases	Jabo Supply Corporation	x		

Foresight Energy - Connection Matrix.xlsx

Category Name	Party Name	No Connection	Prior Connection	Current Connection
Parties to the Debtors Significant Executory Contracts and Leases	K & E Technical INC	x		
Parties to the Debtors Significant Executory Contracts and Leases	Maka Excavating INC	x		
Parties to the Debtors Significant Executory Contracts and Leases	Norfolk Southern Railway Company	x		
Parties to the Debtors Significant Executory Contracts and Leases	Raben Tire Company	x		
Top Unsecured Creditors	Bankdirect Capital Finance	x		
Top Unsecured Creditors	Buchanan Pump Service	x		
Top Unsecured Creditors	C & C Pumps & Supply INC	x		
Top Unsecured Creditors	Conn-Weid Industries INC	x		
Top Unsecured Creditors	Date Mining Supply LLC	x		
Top Unsecured Creditors	Evansville Western Railway INC	x		
Top Unsecured Creditors	Fabick Mining INC	x		
Top Unsecured Creditors	Flanders Electric Motor Service	x		
Top Unsecured Creditors	Fuchs Lubricants Co	x		
Top Unsecured Creditors	H. Drexel Short	x		
Top Unsecured Creditors	Heritage Cooperative INC	x		
Top Unsecured Creditors	Ingram Barge Company	x		
Top Unsecured Creditors	International Belt Sales LLC	x		
Top Unsecured Creditors	Jennchem Mid-West	x		
Top Unsecured Creditors	Jennmar Of West Kentucky INC	x		
Top Unsecured Creditors	Jennmar Sansshell Products INC	x		
Top Unsecured Creditors	Jennmar Services	x		
Top Unsecured Creditors	JM Conveyors, LLC	x		
Top Unsecured Creditors	John Fabick Tractor Company	x		
Top Unsecured Creditors	Joy Global Conveyors INC	x		
Top Unsecured Creditors	Joy Global Underground Mining LLC	x		
Top Unsecured Creditors	Mayo Manufacturing Co INC	x		
Top Unsecured Creditors	MCA Administrators INC	x		
Top Unsecured Creditors	Miller Contracting Services	x		
Top Unsecured Creditors	Mine Supply Company	x		
Top Unsecured Creditors	Motion Industries	x		
Top Unsecured Creditors	Oak Hill Contractors	x		
Top Unsecured Creditors	Polydeck Screen Corporation	x		
Top Unsecured Creditors	R M Wilson Co INC	x		

Foresight Energy - Connection Matrix.xlsx

Category Name	Party Name	No Connection	Prior Connection	Current Connection
Top Unsecured Creditors	Raven Energy LLC	x		
Top Unsecured Creditors	RGGS Land & Minerals	x		
Top Unsecured Creditors	Seetech LLC	x		
Top Unsecured Creditors	SNF Mining INC	x		
Top Unsecured Creditors	State Electric Supply Co	x		
Top Unsecured Creditors	Swanson Industries		x	
Top Unsecured Creditors	United Central Industrial Supply	x		
Top Unsecured Creditors	US United Bulk Terminal	x		
Top Unsecured Creditors	Wallace Electrical Systems LLC	x		
Top Unsecured Creditors	Wallace Industrial LLC	x		
Top Unsecured Creditors	WPP LLC	x		
Top Unsecured Creditors	Xylem Dewatering Solutions INC	x		

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

In re:) Chapter 11
)
FORESIGHT ENERGY LP, *et al.*,) Case No. 20-41308-659
)
Debtors.) (Jointly Administered)
)
) Related Docket No.: 123

RETENTION QUESTIONNAIRE

To Be Completed by Professionals Employed By: Foresight Energy LP, *et al.* (the “Debtors”)

DO NOT FILE THIS QUESTIONNAIRE WITH THE COURT.
RETURN IT FOR FILING BY THE DEBTORS TO:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attention: Alice Belisle Eaton and Patrick M. Steel

All questions **must** be answered. Please use “none,” “not applicable,” or “N/A” as appropriate.
If more space is needed, please complete on a separate page and attach.

1. Name and address of firm:

Ernst & Young LLP
190 Carondelet Plaza, St. Louis, MO 63105
Date of retention: August 6, 2019

2. Brief description of services to be provided:

Audit and report on the consolidated financial statements of the Debtors for the year ended December 31, 2019 subsequent to the Debtors filing a petition under chapter 11 of the United States Bankruptcy Code.

3. Arrangements for compensation (hourly, contingent, etc.):

Hourly

(a) Range of hourly rates:

Rank and Hourly Rate
Audit

- National Managing Director / Partner: \$650
- Managing Director / Partner: \$450
- Senior Manager: \$350
- Manager: \$300
- Senior: \$225
- Staff: \$150
- Intern: \$75

Specialists (non-audit)

- Managing Director / Partner: \$650 - \$800
- Senior Manager: \$550 - \$650
- Manager: \$400 - \$500
- Senior: \$250 - \$350
- Staff: \$150 - \$200
- Intern: \$75 - \$125

(b) Estimated average monthly compensation based on prepetition retention (if firm was employed prepetition): \$100,000

4. **Prepetition claims against any of the Debtors held by the firm:**

Amount of claim: \$20,850

Date claim arose: ____March 2, 2020 – March 6, 2020____

Source of claim: ____Professional services provided____

5. **Prepetition claims against any of the Debtors held individually by any of the firm's professionals:**

Name: ____Not Applicable____

Status: ____

Amount of claim: \$____

Date claim arose: ____

Source of claim: ____

6. **Stock of any of the Debtors currently held by the firm:**

Kind of shares: ____Not Applicable____

No. of shares: ____

7. **Stock of any of the Debtors currently held individually by any of the firm's professionals:**

Name: _____Not Applicable_____

Status: _____

Kind of shares: _____

No. of shares: _____

8. **Disclose the nature and provide a brief description of any interest adverse to the Debtors or to their estates for the matters on which the firm is to be employed:**

N/A

9. **Name of individual completing this form:**

Timothy K. Fagan